

**District Level**  
**School Emergency Response Plan**  
**Marathon Central School District**  
**2024-2025**

**Date of Acceptance**  
**September 2024**

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**Basic Planning**

Section 1 content

**1. Introductory Materials**

**Plan Development and Maintenance**

8 NYCRR Section 155.17 (b) and 155.17 (c)(11) - requires that each school shall have a Building Level School Safety Team that consists of representatives from the following groups: teacher, administrator, and parent organizations, school safety personnel and other school personnel, community members, local law enforcement officials, local ambulance or other emergency response agencies, and any other representatives the board of education, chancellor or other governing body deems appropriate.

The Building Level School Safety Team is responsible for the overall development, maintenance, and revision of the Emergency Response Plan (ERP) and for coordinating training and exercising the School ERP. Team members are expected to work closely together to make recommendations for revising and enhancing the plan

**Building Level Safety Team**

Name	Title	Agency	Contact Information
Tom Goskloski	Business Official	Marathon CSD	607-849-3224
Andy Buchsbaum	Superintendent	Marathon CSD	607-849-3117
Jamie Coppola	HS Principal	Marathon CSD	607-849-3252
Jonathan Hillis	ES Principal	Marathon CSD	607-849-3282
Patti Trabucco	Director of Instruction	Marathon CSD	607-849-1228
Chris Leins	Director of Special Education	Marathon CSD	607-849-3167
Ron Bieber	Director of Facilities	Marathon CSD	607-849-3213
Mercedes Slade	School Resource Officer	Cortland County Sheriff	607-849-3257
Mark Starnur	School Resource Officer	Cortland County Sheriff	607-849-1225
Crystal Aukema	Teacher	Marathon CSD	607-849-2113
Donna Forrest	Teacher	Marathon CSD	607-849-2103
Kim Prestigiacomo	Teacher	Marathon CSD	607-849-1111
Robin Visco	Teacher	Marathon CSD	607-849-2210
Charlie Forkey	Parent		607-218-8730
Robin Baez	Parent		mrsbaez2004@gmail.com
Danielle Brown	Parent		607-849-3502 ext. 116

Various agencies and services are involved in responding to school incidents, including emergency responders from law enforcement, fire, emergency medical services, mental health and other community organizations. An important component of the School ERP is advanced planning with various federal, state, county and/or local agencies, as well as community service providers to aid in a timely response to an incident. Advance planning may or may not include written agreements to help coordinate services between the agencies and school. If Memorandum of Understandings (MOU) are created, a copy shall be listed in Appendix D. Advanced planning should specify the type of communication and services provided by one agency to another.

**Distribution of the Plan**

8 NYCRR Section 155.17 (e)(3) mandates that a copy of the ERP and any amendments shall be filed with the appropriate local law enforcement agency and with the New York State Police within thirty days of adoption.

Send Building Level Safety Plans to:

New York State Police

Headquarters - Field Command

Attn: Safe Schools NY

1220 Washington Avenue, Building 22

Albany, NY 12226

Or by email to:

[info@safeschools.ny.gov](mailto:info@safeschools.ny.gov)

*School ERPs are confidential and shall not be subject to disclosure under Article VI of the Public Officers Law or any other provision of law.*

**Record of Distribution**

Copies of the emergency response plan, including appendices and annexes are recommended to be distributed to your School Safety Team, local fire department, area law enforcement (including village, town, county and state police), local and county emergency management, the district superintendent and any other persons deemed appropriate by the School Safety Team. Distribution of the ERP shall be recorded in the following table.

Agency	Name of Receiving Party	Date Distributed
Marathon Fire Department		
Marathon EMT/Ambulance		
New York State Police		
Cortland County Sheriff		

**Plan Reviews and Updates**

8 NYCRR Section 155.17 (b) requires the School Safety Team to review its ERP annually and update it by July 1st as needed. Each update or change to the plan shall be recorded in the following table.

Revision/Update/Amendment	Name	Date


**2. Purpose and Situation Overview**

Schools are exposed to many threats, hazards, and vulnerabilities. All of these have the potential for disrupting the school community, exposing students/staff to injury, and causing damage to public or private property. The interior and exterior portions of all school buildings, school grounds and surrounding neighborhoods should be assessed for potential threats/hazards that may impact the site, staff, and students.

Potential Threats to school

The threat/hazard assessment was completed on 11/14/2022 .

Specific Annexes used to address the above listed threats/hazards can be found in the Threat and Hazard Specific Annexes section.

The following table was used to aid in assessing possible threats/hazards to Marathon Central School District :

**Threat, Hazard Types, and Examples**

Threat and Hazard Type	Examples
Natural Hazards	<ul style="list-style-type: none"> <li>• Earthquakes</li> <li>• Tornadoes</li> <li>• Lightning</li> <li>• Severe wind</li> <li>• Hurricanes</li> <li>• Floods</li> <li>• Wildfires</li> <li>• Extreme temperatures</li> <li>• Landslides or mudslides</li> <li>• Winter precipitation</li> <li>• Wildlife</li> </ul>
Technological Hazards	<ul style="list-style-type: none"> <li>• Explosions of accidental release of toxins from industrial plants</li> <li>• Accidental release of hazardous materials from within the school, such as gas leaks or laboratory spills</li> <li>• Hazardous materials release from major highways or railroads</li> <li>• Radiological releases from nuclear power stations</li> <li>• Dam Failure</li> <li>• Power Failure</li> <li>• Water Failure</li> </ul>
Biological Hazards	<ul style="list-style-type: none"> <li>• Infectious diseases, such as pandemic influenza, extensively drug-resistant tuberculosis, <i>staphylococcus aureus</i>, and meningitis</li> <li>• Contaminated food outbreaks, including <i>Salmonella</i>, botulism, and <i>E. coli</i></li> <li>• Toxic materials present in school laboratories</li> </ul>
Adversarial, Incidental, and Human-Caused Threats.	<ul style="list-style-type: none"> <li>• Fire</li> <li>• Active shooters</li> <li>• Criminal threats or actions</li> <li>• Gang violence</li> <li>• Bomb threats</li> <li>• Domestic violence and abuse</li> <li>• Cyber attacks</li> <li>• Suicide</li> </ul>

**Planning Assumptions and Limitations**

Stating the planning assumptions allows the school to deviate from the plan if certain assumptions prove not to be true during operations. The Marathon Central School District ERP is established under the following assumptions:

- The school community will continue to be exposed and subject to threats/hazards and vulnerabilities described in the Threat/Hazards Assessments Annex, as well as lesser threats/hazards that may develop in the future.
- A major disaster could occur at any time and at any place. In many cases dissemination of warning to the public and implementation of increased readiness measures may be possible; however, most emergency situations occur with little or no warning.
- A single site incident could occur at any time without warning and the employees of the school affected cannot and should not, wait for direction from local response agencies. Action is required immediately to save lives and protect school property
- There may be a number of injuries of varying degrees of seriousness to faculty, staff, and/or students. Rapid and appropriate response can reduce the number and severity of injuries.
- Outside assistance from local fire, law enforcement and emergency services will be available in most serious incidents. Because it takes time to request and dispatch external assistance, it is essential for the school to be prepared to carry out the initial incident response until emergency responders arrive at the incident scene.
- Actions taken before an incident can stop or reduce incident-related losses.
- Maintaining the Marathon Central School District ERP and providing frequent opportunities for training and exercising the plan for stakeholders (staff, students, parents/guardians, first responders, etc.) can improve the schools readiness to respond to incidents.



### 3. Concept of Operations

The overall strategy of a Marathon Central School District ERP is to execute effective and timely decisions and actions that prevent harm, protect lives and property, mitigate damages, restore order and aid recovery. This plan is based upon the concept that the incident management functions that must be performed by the school generally parallel some of their daily routine functions. To the extent possible, the same personnel and material resources used for daily activities will be employed during incidents. Because personnel and equipment resources are limited, some routine functions that do not contribute directly to the incident may be suspended. The personnel, equipment, and supplies that would typically be required from those routine functions will be redirected to accomplish assigned incident management tasks.

#### **Implementation of the Incident Command System (ICS)**

The Incident Command System (ICS) will be used to manage all incidents and major planned events/drills. The Incident Commander at the school will be delegated the authority to direct all incident activities within the school's jurisdiction. The Incident Commander will establish an Incident Command Post (ICP) and provide an assessment of the situation to the emergency responders, identify incident management resources required and direct the on-scene incident management activities from the ICP. If no Incident Commander is present at the onset of the incident, the most qualified individual will assume command until relieved by a more qualified Incident Commander. 8 NYCRR Section 155.17 (e)(2)(v) requires a definition of a chain of command consistent with the Incident Command System. This chain of command shall be documented in the table included in Appendix B.

#### **Initial Response**

Marathon Central School District personnel are likely to be the first on the scene of an incident in a school setting. Staff and faculty are expected to respond as appropriate and notify the Principal, or designee until command is transferred to someone more qualified and/or to an emergency response agency with legal authority to assume responsibility (Police, Fire or EMS dependent upon the nature of the incident). Staff will seek guidance and direction from the Marathon Central School District and emergency responders. Any staff person or faculty in a building that sees or is aware of an emergency shall activate the ERP.

#### 4. Organization and Assignment of Responsibilities

This section establishes the operational organization that will be relied on to manage an incident and includes examples of the types of tasks that may be performed by different positions.

The Incident Commander is not able to manage all of the aspects associated with an incident without assistance. The school relies on other key school personnel to perform tasks that will ensure the safety of students and staff during a crisis or incident. The Incident Command System (ICS) uses a team approach to manage incidents. It is difficult to form a team while a crisis or incident is unfolding. Roles should be pre-assigned based on training and qualifications. Each staff member and volunteer must be familiar with his or her role and responsibilities before an incident occurs.

##### Students

Responsibilities include:

- Cooperate during emergency drills, exercises and during an incident
- Follow directions given by facility and staff.
- Know student emergency actions and assist fellow students in an incident
- Report situations of concern (e.g. "If you see something, say something.")
- Develop an awareness of the high priority threats/hazards and how to take measures to protect against and mitigate those threats/hazards

##### Other Staff

Responsibilities include:

- Execute assignments as directed by the Incident Commander

##### Parents/Guardians

Responsibilities include:

- Encourage and support school safety, violence prevention and incident preparedness programs within the school
- Participate in volunteer service projects for promoting school incident preparedness
- Provide the school with requested information concerning the incident, early/late dismissals and other related release information
- Listen to and follow directions as provided by the School District.

##### Principal

The principal (or their designee) will serve as the Incident Commander and designate a minimum of two qualified individuals to serve as alternates in the event that the principal is unable to serve in that role. At all times, the principal still retains the ultimate responsibility for the overall safety of students and staff.

Responsibilities include:

- Provide direction over all incident management actions based on procedures outlined in this ERP
- Take steps necessary to ensure the safety of students, staff and others
- Determine which emergency protocols to implement as described in the functional annexes of this ER
- Coordinate/cooperate with emergency responders
- Keep the Superintendent informed of the situation

##### Teaching Assistants

Responsibilities include assisting teachers as directed and actions to ensure the safety of students.

##### Teachers / Substitute Teacher / Student Teachers

Teachers shall be responsible for the supervision of students and shall remain with students unless directed to do otherwise.

Responsibilities include:

- Supervise students under their charge
- Take steps to ensure the safety of students, staff, and other individuals.
- Take attendance when class relocates to an inside or outside designated area or to an evacuation site
- Report missing students to the appropriate Emergency Response Team Member
- Execute assignments as directed by the Incident Commander.
- Obtain first aid services for injured students from the school nurse or person trained in first aid. Arrange for first aid for those who are unable to be moved
- Render first aid or CPR if certified and deemed necessary

School Nurse/Health Assistant

Responsibilities include:

- Administer first aid or emergency treatment as needed
- Supervise administration of first aid by those trained to provide it
- Organize first aid and medical supplies
- Execute assignments as directed by the Incident Commander

Counselors, Social Workers & School Psychologists

Responsibilities include:

- Take steps to ensure the safety of students, staff and other individuals during the implementation of the ERP
- Provide appropriate direction to students as described in this ERP for the incident type
- Render first aid or CPR and/or psychological aid if trained to do so
- Assist in the transfer of students, staff and others when their safety is threatened by an emergency
- Administer counseling services as deemed necessary during or after an incident
- Execute assignments as directed by the Incident Commander

Principal's Secretary/Office Secretaries

Responsibilities include:

- Answer phones and assist in receiving and providing consistent information to callers
- Provide for the safety of essential school records and documents
- Provide assistance to the Incident Commander/Principal
- Monitor radio emergency broadcasts
- Execute assignments as directed by the Incident Commander

Custodians/Maintenance Staff

Responsibilities include:

- Survey and report building damage to the Incident Commander
- Control main shutoff valves for gas, water, and electricity and ensure that no hazard results from broken or downed lines
- Provide damage control as needed
- Assist in the conservation, use and disbursement of supplies and equipment
- Control locks and physical security as directed by the Incident Commander
- Keep Incident Commander informed of the condition of the school
- Execute assignments as directed by the Incident Commander

Bus Drivers

Responsibilities include:

- Supervise the care of students if disaster occurs while students are on the bus
- Transfer students to new location when directed
- Execute assignments as directed by the Incident Commander

Food Service/Cafeteria Workers

Responsibilities include:

- Prepare and serve food and water on a rationed basis whenever the feeding of students and staff becomes necessary during an incident
- Execute assignments as directed by the Incident Commander

## 5. Direction, Control, and Coordination

To provide for effective direction, control and coordination of an incident, the Marathon Central School District ERP will be activated through the implementation of the Incident Command System (ICS).

Staff are assigned to serve within the ICS structure based on their expertise, training and the needs of the incident. Roles should be pre-assigned based on training and qualifications. Marathon Central School District ICS is organized as follows:

### **Incident Commander**

Directs incident management activities.

Primary: Andy Buchsbaum

Alternate: Thomas Goskoski

Alternate: Patti Trabucco

### **Public Information Officer**

Acts as liaison between school and public, including the media.

Primary: Andy Buchsbaum

Alternate: Thomas Goskoski

Alternate: Patti Trabucco

### **Safety Officer**

Responsible for the overall safety of all persons involved.

Primary: Thomas Goskoski

Alternate: Andy Buchsbaum

Alternate: Patti Trabucco

### **Liaison Officer**

Responsible for coordinating with outside/emergency agencies.

Primary: Andy Buchsbaum

Alternate: Tom Goskoski

Alternate: Patti Trabucco

### **Planning:**

Responsible for collection, evaluation, dissemination, and use of information.

### **Operations:**

Carries out response activities, universal procedures, etc.

### **Logistics:**

Responsible for organizing resources and personnel

### **Finance and Administration:**

Responsible for incident accounting, costs, and reimbursement

## **6. Information Collection, Analysis, and Dissemination**

The Marathon Central School District will collect, analyze, and disseminate information during and after an incident.

### **Types of Information**

During an incident, the school will assign administrative staff to monitor weather and local law enforcement alerts. This information will be analyzed and shared with the Incident Commander.

After an incident, the school will assign staff to monitor websites and hotlines of mental health, emergency management and relief agencies. The school will also monitor the school district information portal, to determine any information pertinent or critical to the school's recovery effort.

### **Information Documentation**

The assigned staff member will document the information gathered including:

- Source of information
- Staff member who collected and analyzed the information
- Format for providing the information
- Date and time the information was collected and shared

**7. Training and Annexes**

Marathon Central School District understands the importance of training, drills, and exercises in being prepared to deal with an incident. To ensure that Marathon Central School District personnel and community responders are aware of their responsibilities under the Marathon Central School District ERP, the following training and exercise actions should occur.

**Training**

All Marathon Central School District staff, students, and others deemed appropriate by the school should receive training during the school year to better prepare them for an incident.

- Roles and responsibilities - deliver at start of school year
- Incident Command System (ICS) Training - Training should be completed prior to assignment to an ICS role. Online training is available through the FEMA Independent Study Program at [www.training.fema.gov](http://www.training.fema.gov). ICS classes are offered through the NYS Division of Homeland Security and Emergency Services (DHSES) at [www.dhSES.ny.gov](http://www.dhSES.ny.gov). Or by contacting your local emergency management agency
- Annual training:
  - Review ERP with staff
  - Conduct full staff briefings on roles to perform during an emergency
  - Ensure all staff have been briefed on the communications and notifications requirements set forth in the ERP
  - Conduct student briefings on roles they perform during an emergency

**Drills and Exercises**

As part of our compliance with new state regulations the district will communicate with students, parents, and staff prior to all planned fire and lockdown drills in order to ensure a safe and healthy environment. The language we will use is:

*As part of our compliance with all state regulations and to ensure a safe and healthy environment, we are notifying you that this week we will be conducting fire/lockdown drill(s) throughout the week at Appleby/Jr./Sr. High School. If you hear of or are notified of these from an outside source we want you to be prepared in advance. If there was ever a real emergency or threat in the district, we would communicate that out as soon as possible once the emergency or threat was mitigated. Thank you.*

At a minimum, Marathon Central School District will conduct the following exercises/drills annually:

- Section 807 of the Education Law mandates that pupils must receive instruction on how to exit the building in the shortest possible time without confusion or panic. The instruction must be in the form of drills or rapid dismissals and must include a minimum of 12 drills each school year.
- 8 NYCRR Section 155.17 (e)(3) - each building level emergency response plan shall be tested including sheltering and early dismissal (no earlier than 15 minutes before normal dismissal).

The following is recommended:

1. 4 Lockdown drills - Announced
2. 8 Fire drills - Announced

Lockdown drills will be conducted internally to ensure that Marathon Central School District staff have the ability to secure the facility and students against an immediate threat to life and safety. Such drills will cause minimal interruption to academic activities and will involve the clearance of hallways, locking of classrooms and positioning of students and staff in pre-designated "safe areas" within each room. Where possible, the school should seek out opportunities to conduct full-scale response exercises with law enforcement.

Whenever a lockdown drill will be conducted, Marathon Central School District will notify local law enforcement and/or the regional 911 Emergency Dispatch Center prior to and at the conclusion of the drill. This will be done to ensure that law enforcement does not receive a false report that Marathon Central School District is in actual lockdown. Any announcements made during a drill will be preceded and ended with the phrase "this is a drill". This will ensure that all involved recognize that this is a drill and not a real incident (i.e. "may I have your attention, this is a drill - LOCKDOWN - this is a drill"). Additionally, a sign or notice will also be placed at all public entrances indicating that a drill is in progress and to wait for service "SAFETY DRILL IN PROGRESS - PLEASE WAIT." This will serve to notify any uninformed parents or visitors and prevent unwarranted panic.

Drill and training dates will be documented using the table below:

Drill Type	Drill Date	Agencies Involved


## **8. Administration, Finance, and Logistics**

### **Agreements and Contracts**

If Marathon Central School District resources prove to be inadequate during an incident, Marathon Central School District will request assistance from local emergency agencies, other agencies and industry in accordance with existing Memoranda of Understanding. Such assistance includes equipment, supplies and/or personnel. All agreements are entered into by authorized school district and school officials. Copies of these agreements are located in Appendix D.

### **Documentation**

The ICS Section Chiefs will maintain accurate logs recording key incident management activities including:

- Activation or deactivation of incident facilities
- Significant changes in the incident situation
- Major commitments of resources or requests for additional resources from external sources
- Issuance of protective action recommendations to staff and students
- Evacuations
- Casualties
- Containment or termination of the incident

### **Incident Costs**

The ICS Finance/Administration Section is responsible for maintaining records summarizing the use of personnel, equipment and supplies to obtain an estimate of incident response costs that can be used in preparing future school budgets and to share these costs with the Superintendent and District Business Office. These records may be used to recover costs from the responsible party or insurers or as a basis for requesting financial assistance for certain allowable response and recovery costs from the State and/or Federal government.

### **Preservation of Records**

In order to continue normal school operations following an incident, records such as legal documents and student files must be protected (i.e. in the event of a fire and flood).



## 9. Authorities and References

The following are State and Federal authorizations upon which this Marathon Central School District ERP is based. These authorities and references provide a legal basis for emergency management operations and activities.

- The New York State Safe Schools Against Violence in Education (Project SAVE) and 8 NYCRR Section 155.17 require that school emergency plans define the chain of command in a manner consistent with the Incident Command System (ICS). Refer to Appendix B for the defined chain of command.
- New York State Executive Order 26.1 (2006), established ICS as the states standard command and control system that will be utilized during emergency operations.
- Homeland Security Presidential Directive (HSPD) - 5 required the development of National Incident Management System (NIMS), of which ICS is a critical component.

## Functional Annexes

The information in this section was developed utilizing the Federal Emergency Management Administrations Guide for Developing High Quality School Emergency Operations Plans.

The Functional Annexes within this section, should provide schools with a comprehensive set of guides for responding to and functioning during an emergency. Each School Building Level School Safety Team should assess and develop annexes to meet the unique needs of each school building.

Functional Annexes provide standard language and procedures and are intended to be transferable to schools statewide and modifications are not recommended.

- o Shelter-in-Place
- o Hold-in-Place
- o Evacuation (required per 8 NYCRR Section 155.17 (e)(2)(i))
- o Lock-out
- o Lock-down

These annexes contain elements required by 8 NYCRR Section 155.17. Completion of these annexes utilizing the recommended actions will help the school comply with State law.

- Crime scene management
- Communications
- Medical emergency and mental health

The School Safety Improvement Team also recommends that schools complete the following annexes:

- Accounting for all persons
- Reunification
- Continuity of operations
- Recovery
- Security

## **Shelter-in-Place**

### **Purpose**

A Shelter-in-Place annex describes courses of action when students and staff are required to remain indoors, perhaps for an extended period of time, because it is safer inside the building or a room than outside. Depending on the threat or hazard, students and staff may be required to move to rooms that can be sealed (such as in the event of a chemical or biological hazard) or without windows, or to a weather shelter (such as in the event of a tornado).

### **Actions**

Initiate Shelter-in-Place

- Shelter-in-Place will be announced by intercom, Public Address (P.A.) System, or otherwise with instructions on how to proceed. (DO NOT USE CODES, CARDS or COLORS)
- Address Language:
  - YOUR ATTENTION PLEASE.
  - THERE IS A SITUATION REQUIRING YOU TO SHELTER-IN- PLACE.
  - PLEASE STOP WHAT YOU ARE DOING AND FOLLOW THESE INSTRUCTIONS.
  - Provide specific incident instructions.

### **Instructions**

- Use clear, concise language to provide direction to the school based on the situation.
- If there is a situation requiring students and staff to move away from windows and doors (such as a weather emergency), they should be instructed to move to the interior of the room or relocate to an interior hallway or room. Students in temporary classrooms or outside of the main building for any reason should be instructed to move into the main school building.
- If the situation is not a threat to the exterior of the building, student's in-between classes or outside of their classroom for other reasons should be instructed to return to their class.

### **Additional Considerations for Shelter-In-Place**

The Building Level Safety Team should consider the following when reviewing the current plan or developing new policies and procedures. This is not an exhaustive list. Please add necessary actions appropriate for your response.

### **Procedures for the following should be included:**

- Turn off utilities and ventilation systems (heating, ventilation and air conditioning) if appropriate.
- Prepare to shelter-in-place for extended periods including arrangements for food/water, sleeping, hygiene, medical needs, etc. Activate Annex (es) appropriate to respond to the situation.
- Notify all concerned parties when the Shelter-in-Place is lifted.

## **Hold-in-Place**

### **Purpose**

If there is an internal incident or administrative matter such as students fighting in a hallway, a maintenance issue or medical emergency that requires students and staff movement be limited, a "Hold-in-Place" may be initiated. This is intended to keep students and staff out of the affected area until the situation can be rectified.

### **Actions**

#### Initiate Hold-in-Place

- Hold-in-Place will be announced by intercom, Public Address (P.A.) System, or otherwise with instructions on how to proceed. (DO NOT USE CODES, COLORS OR CARDS)
- Address Language:
  - YOUR ATTENTION PLEASE.
  - THERE IS A SITUATION REQUIRING YOU TO HOLD-IN- PLACE.
  - PLEASE STOP WHAT YOU ARE DOING AND FOLLOW THESE INSTRUCTIONS.
  - Provide specific incident instructions.

### **Instructions**

- Use clear, concise language to provide direction to the school based on the situation.

#### Execute Hold-in-Place

- Students in hallways, bathrooms or other common areas will return to their classroom. If the Hold-in-Place is announced between class periods, students will return to their previous class to await instructions. If the route is blocked, students will go to the nearest classroom and advise the teacher that they are unable to get to their class and await instructions.
- All available staff members will assist in maintaining order and accounting for students. Remain in position until further instruction is given or remaining in place compromises safety.

## Evacuation

### Purpose

This annex focuses on the courses of action that the school will execute to evacuate school buildings and grounds. Included are school policies and procedures for on-site and off-site evacuation including evacuation routes, transportation needs, and sheltering sites, required per 8 NYCRR Section 155.17 (e)(2)(i). Evacuation should take place if it is determined that it is safer outside than inside the building (fire, explosion, intruder, hazardous material spill) and staff, students and visitors can safely reach the evacuation location without danger.

### Actions

#### Initiate Evacuation

- Communicate the need to evacuate the building or a specific area of the building to the building staff and other occupants by activating the fire alarm and/or by a Public Address (P.A.) System or bullhorn.
- Address Language:
  - YOUR ATTENTION PLEASE.
  - THERE IS A SITUATION REQUIRING YOU TO HOLD-IN- PLACE.
  - PLEASE STOP WHAT YOU ARE DOING AND FOLLOW THESE INSTRUCTIONS.
  - Provide specific incident instructions.
- Call or designate another to immediately call public safety (911) (police, fire and emergency responders) to give notice that the school has been evacuated.
- Notify appropriate district staff that an evacuation of the school has occurred.
- Communicate changes in evacuation routes if primary routes are unusable.
- Activate Annex(es) appropriate to respond to the situation.
- Designate staff with assigned radios and/or cell phones to assist in evacuation procedures.
  - List Staff with Radios or Cell Phones and Their Numbers:
- Communicate when it is safe to re-enter the building or re-occupy a section of the school by bell system, radio transmission, public address system, designated staff, or bull horn.

#### Evacuation - Building Only

- Determine evacuation routes based on location of the incident and type of emergency. (See floor plans)
- Ensure all locations have designated secondary escape routes.
  - Designate alternate routes
  - Identify escape windows or other means of escape
- Evacuate Students/Staff with special needs
  - Disabled/wheelchair accessible routes
  - Address needs of other disabilities: autism, blind, hearing impaired, etc.
- Student Self-Evacuation: In the event that students find themselves out of the supervision of faculty or staff.
  - Students self-evacuate through nearest evacuation route or exit.
  - Students report to nearest assembly area and nearest teacher/staff.
- Do not stop for student or staff belongings.
- Take class roster, phone lists, first-aid kit and other emergency supplies with you (Gotta Go Bags).
- Check the bathrooms, hallways and common areas for visitors, staff or students while exiting.
- Go to the designated evacuation assembly area.

#### Designated Evacuation Assembly Areas (On School Grounds)

- List Building/Wing/Location and Corresponding Assembly Area:
  - Marathon Jr./Sr. High School - Front and rear of the building depending on location
  - Appleby Elementary School - Front of building
- Account for all students. Immediately report any missing or injured students to the School Incident Commander.
- Main office staff: Take visitor log and student signs out sheet to evacuation assembly area.

#### Evacuation - (Off School Grounds)

In the event that the situation poses a significant enough risk that evacuation of the building and remaining on school grounds is determined to not be adequate, students and staff will be evacuated to an off-site location. The Building Level School Safety Team determines appropriate off-site evacuation areas prior to an actual incident. Preplan for off-site locations that offer adequate protection from the elements and communications abilities.

- Perform all evacuation steps as indicated for a building evacuation.
- Proceed to off-site locations:
  - Primary Relocation Site:
    - Civic Center
    - Brink Street, Marathon
    - Andy Buchsbaum / 849-3884
  - Secondary Relocation Site:
    - Whitney Point CSD
    - Whitney Point
    - Whitney Point Superintendent / 607-692-8202
- Notify all assembly areas to evacuate to offsite location.
- Method of Travel: Bus

#### Evacuation - Return to Buildings or Grounds

No students or staff shall return to school buildings or grounds until advised to do so by the Incident Commander or appropriate officials.

- The Incident Commander will make the decision when it is safe to return to the building.

- In the event that emergency response services (Police, Fire, EMS) are called, the Incident Commander may transfer incident command to the appropriate authority, who will then make the decision to allow students and staff to return to the building or grounds.

## **Lockout**

### **Purpose**

This annex describes the courses of action the school will execute to secure school buildings and grounds during incidents that pose an imminent concern outside of the school. The primary objective of a lockout is to quickly ensure all school staff, students, and visitors are secured in the school building away from the outside danger.

### **Actions**

#### Initiate Lockout

- Lockout will be announced by intercom, Public Address (P.A.) System, or otherwise.(DO NOT USE CODES, COLORS OR CARDS)
- Address Language:
  - YOUR ATTENTION PLEASE.
  - THERE IS A SITUATION REQUIRING SCHOOL TO LOCKOUT.
  - ALL OUTDOOR ACTIVITIES ARE CANCELLED.
  - PLEASE CONTINUE REGULARLY SCHEDULED INDOOR ACTIVITIES.

#### Execute Lockout

- All outdoor activities shall cease and be immediately moved indoors (i.e., gym classes, playground, etc.).
- As soon as all students and staff are in the building all exterior doors shall be locked.
- Normal activity will continue within the building (unless directed otherwise).
- It is not necessary to turn lights off or to close blinds (unless directed).
- Do not respond to the fire alarm unless actual signs of fire are observed, or an announcement is made.
- Report any suspicious activity observed either indoors or outdoors to the main office.
- A lockout will be lifted when notification is made by administration. Activate Annex(es) appropriate to respond to the situation.

## **Lockdown**

### **Purpose**

- This annex describes the courses of action Marathon Central School District will execute to secure school buildings and grounds during incidents that pose an immediate threat of violence in or around the school. The primary objective of a lockdown is to quickly ensure all school staff, students and visitors are secured in rooms away from immediate danger.
- A Lockdown is the initial physical response to provide a time barrier during an active shooter/intruder event. Lockdown is not a stand-alone defensive strategy. Executing a Lockdown should involve barricading the door, hiding from view, remaining silent and readying a plan of evacuation as a last resort.

### **Actions**

#### Initiate Lockdown

- Where possible a Lockdown will be announced by intercom, Public Address (P.A.) System, or otherwise. (DO NOT USE CODES, COLORS OR CARDS)
- Contact 911
- In events where an immediate threat to life safety is recognized (such as a person armed with a gun in the hallway) any faculty or staff shall raise the alarm and initiate a lockdown.
- Lockdown must be immediate and deliberate, the announcement of a lockdown shall be as follows:
  - LOCKDOWN! LOCKDOWN! LOCKDOWN!

#### Execute Lockdown

- IF SAFE, immediately gather students from hallways and areas near your room into classroom or office. This includes common areas and restrooms immediately adjacent to your classroom.
- Lock your door(s) and have students/staff move to the designated safe area of the room, **\*\*REMAIN SILENT\*\***
- Leave lights on and blinds as they are. Do not cover door window.
- Teachers should position themselves in a location that gives them an advantage to manage their classroom effectively, and take the following action during a lockdown:
  - Do not allow anyone, under any circumstance, to leave your secured area
  - Do not answer or communicate through your door or classroom phone.
  - Silence cell phones and limit use to only relay pertinent information to 911, (i.e., description/location of active shooter/victim injuries).
  - Do not respond to fire alarm unless actual signs of fire are observed. Doing so could compromise the safety of those already secured.
  - Document and attend to any injuries to the best of your ability.
  - Take attendance and include additions and missing students' last known location.
  - Do not respond to Public Address (P.A.) system or other announcements.
  - If an intruder enters the classroom, use **WHATEVER** means necessary to protect yourself and the students. You must be prepared to fight for your life and use physical force or possibly deadly force to stop the intruder.
  - Potential tactics include:
    - \* Moving about the room to lessen accuracy.
    - \* Throwing items (books, computers, phones, etc.) to create confusion.
    - \* Assaulting the shooter/intruder - use whatever objects you have in the classroom as a weapon such as blunt force objects (fire extinguishers, chairs, etc.) to incapacitate the intruder - **FIGHT!**
    - \* Tell students to get out anyway possible - **RUN!**
- Staff/students participating in any outdoor activity upon the initiation of a lockdown should seek a safe location away from the building. Call 911 and report your situation including location and number of students.
- Procedures should be in place to re-direct buses in the event of a lockdown.

**LOCKDOWN WILL ONLY END WHEN YOU ARE PHYSICALLY RELEASED FROM YOUR ROOM OR SECURED AREA BY LAW ENFORCEMENT.**



## Crime Scene Management

### Purpose

### Actions

#### Respond

- Ensure your personal safety first, then if possible, formulate a plan and make mental notes.

#### Evaluate

- Evaluate the severity of the situation, call 911 if appropriate.
- Identify involved parties.
- Be aware of weapons, hazards, and potential evidence.
- Don't touch anything unless absolutely necessary to preserve safety.

#### Secure

- Clear away uninvolved people.
- Establish a perimeter that prevents people from entering the potential crime scene.

#### Protect

- Safeguard the scene - limit and document any people entering the area.
- Don't use phones or bathrooms within the crime scene area.
- Don't eat, drink or smoke in the crime scene area.

#### Observe

- Write down your observations as soon as is safe to do so.
- Record detailed information - don't rely on your memory.
- Don't eat, drink or smoke in the crime scene area. Notes will aid first responders upon arrival and could be utilized in court.

#### Notify

- Call 911 if not already called or police are not on scene.

#### Document

- Take good notes - such as: time, date, people at scene, weather, doors open or closed, lights on or off and the position of furniture.
- Be prepared to provide your notes and information to police.

## **Communications**

### Purpose

This annex includes communication and coordination during emergencies and disasters (both internal communication and communication with external stakeholders, required under 8 NYCRR Section 155.17 (e)(2) (iv), as well as the communication of emergency protocols before an emergency and communication after an emergency. Additionally, procedures shall be included for emergency notification of persons in a parental relation (8 NYCRR Section 155.17 (e)(2)(i).

The School ERP must include policies and procedures governing school incident communications with law enforcement and emergency responders, as well as with students, parents, staff, the school community and the media. Templates for statements/press releases to the media, a detailed communications plan, including standard procedures and protocols, should be developed and made available in advance of an incident.

Templates for statements/press releases, the communication plan and media contacts at the major television, Internet, and radio stations are maintained by Andy Buchsbaum and located Marathon District Office in Marathon Jr./Sr. High School.

### Types of Communications

#### **Communication between School and Emergency Responders**

The school will contact and maintain communications with emergency responders during an incident. The School Incident Commander will transfer command to the appropriate emergency responder who arrives on the scene to assume management of the incident, including coordination of internal and external communications. The Incident Commander will use the communication platform and/or other means described in the School ERP to notify the principal/designee of the school's status and needs. The school and emergency responders will coordinate the release of information to ensure that information is consistent, accurate and timely.

#### **Internal Communications**

The school has identified a school spokesperson or public information officer (PIO) who will be responsible to:

- Help create the policies and plans for communicating emergency information internally and to the public.
- Follow the communications policies and procedures established by the school.
- Help establish alternative means to provide information in the event of a failure of power, phone or other lines of communication
- Develop materials for use in media briefings.
- Act as the contact for emergency responders and assist in coordination of media communications.

#### **Communication between School Officials and Staff Members**

School personnel will be notified when an incident occurs and kept informed as additional information becomes available. They will also be informed as plans for management of the incident evolve (keep staff informed to the greatest degree possible). The following methods of communication may be utilized to disseminate information internally when appropriate:

- Telephone Tree: A telephone tree is a simple, widely used system for notifying staff of an incident when they are not at school.
- Text-Messaging System/E-mail System: A text-messaging or e-mail system is available to provide those who are registered to receive messages with updates during an incident.
- Mobile Device Applications
- Morning Faculty Meeting: As appropriate, updated information about an incident will be presented at the morning faculty meeting. Any new procedures for the day will also be reviewed at this time.
- End-of-Day Faculty Meeting: As appropriate, updated information and a review of the day's events will be presented at the end-of-day meeting. Staff will also have the opportunity to address any misinformation or rumors.
- Email, Navigate Prepared, Cell Phones, Parent Square

#### **Communication between School Officials and Students**

Communication of emergency information between school officials will primarily take place through the school's public address system or face-to-face between faculty and students. Other methods of communication with students may include the following:

- Text-Messaging System/E-mail System: A text-messaging or e-mail system is available to provide those who are registered to receive messages with updates during an incident.
- Mobile Device Applications.
- Email, Facebook

#### **External Communications**

School officials must communicate with the larger school community on how incidents will be addressed on a regular basis. However, once an incident does occur, parents, media and the community at large will require clear and concise messages from the school about the incident. This will include what is being done and the safety of the children and staff.

#### **Communication with Parents**

- Before an incident occurs, the school will:
  - Inform parents on how to access alerts and incident information.
  - Inform parents that the school has developed an ERP, its purpose and its objectives. Detailed response tactics should not be shared if they will impede the safe response to an incident.
  - Information will be included in Email
  - Be prepared with translation services for non-English-speaking families and students with limited English proficiency.
- In the event of an incident, the school will:
  - Disseminate information Parent Square to inform parents about what is known to have happened.
  - Implement a plan to manage phone calls and parents who arrive at the school.

- Describe how the school and school district are handling the situation.
- Provide a phone number, web site address or recorded hotline where parents can receive updated incident information.
- Inform parents and students when and where school will resume.
- After an incident, school administrators will schedule and attend an open question- and-answer meeting for parents/guardians as soon as possible.

**Communication with the Media**

In the event of an incident, the School Incident Commander or the emergency responder Incident Commander (in the event command has been transferred), will coordinate with the public information officer and/or participate in a joint information effort:

- Establish a media site and reception area away from the school and any established Incident Command Post, Evacuation site or Reunification site.
  - Determine a media location for low impact events (such as a water main break) and high impact events (such as an active shooter incident) when media interviews at the school would be deemed impracticable due to the nature and severity of the incident.
  - Low Impact events can be handled at the School District Central Offices or similar type facilities as the number of media outlets and duration of media coverage can be expected to be low.
  - High Impact events can be handled at a community center, park or other facility that is of appropriate size to accommodate a large number of media outlets for an extended duration. DO NOT use government facilities (fire stations, etc.) as this will interfere with government administration and operations.

- High Impact Sites:

Civic Center - Brink Street, Marathon

- - Low Impact Sites:

District Office - 1 Park Street, Marathon

- Provide regular updates to the media and school community.
- Once Incident Command is transferred to emergency response authorities, so too will PIO functions be transferred to the ICS PIO.
- Provide only information that has been approved to be released by the Incident Commander in charge of the scene.
- Monitor the release of information and correct misinformation. Coordinate messages with the Incident Commander or PIO.

## Medical/Mental Health

Procedures for the following should be included:

- Instructions on where emergency medical supplies (e.g. first aid kits, AEDs) are located and who is responsible for purchasing and maintaining these materials.
- Assessment of staff skills for responding to a medical emergency, such as first aid or CPR. Complete the Post Incident Response Team table in Appendix C with appropriate staff.
- Procedures on sharing and reporting information about unusual situations, if warranted.
- Addressing the immediate, short, and long-term counseling needs of students, staff and families.
- Location where counseling and psychological first aid will be provided.
- A plan to have counselors available to assist students if necessary.

## Accounting for All Persons

### Purpose

This annex focuses on developing courses of action to account for the whereabouts and well-being of students, staff, and visitors, and identifying those who may be missing.

### Actions

Teachers are responsible for providing students in their class to designated attendance people. The designees will determine if all students are accounted for and/or determine the location of any students not accounted for.

## **Reunification**

### **Pre-designated Reunification Sites**

Primary Reunification Site:

Civic Center  
Brink Street  
Andy Buchsbaum / 849-3884

Secondary Reunification Site:

Whitney Point CSD  
Whitney Point  
Whitney Point Superintendent / 607-692-8202

### **Purpose**

The Reunification Annex details a safe and secure means of reuniting parents/guardians with their children in the event of an emergency.

### **Actions**

The Building Level School Safety Team should consider the following when reviewing current or developing new policies and procedures. This is not an exhaustive list. Please add necessary actions appropriate for your response. Procedures for the following should be included:

- Transporting students following an evacuation to the reunification site(s) (See Evacuation Annex).
- Notifying a contact person at the relocation site(s) to prepare for the arrival of students.
- Designating a Reunification Coordinator.
- Activating Annex(es) appropriate to respond to the situation.
- Designating a holding area for arriving students and staff away from waiting family members.
- Designating an adult report area for parents/guardians to sign-in and to check identification.
- Establishing a student release area. Students will be escorted to meet their parent/guardian and sign out.
- Establishing a mental health area and direct staff to escort parent/guardian of any injured, missing or deceased student to the area for staff to provide notification in private and away from other parents. The School Psychologist or other designee will coordinate this activity with emergency response personnel.
- Staging media area away from the reunification site and notify the PIO of the location.
- Keeping evacuees on buses or in a holding area separate from parents until they can be signed out to waiting parents/guardians.
- Releasing students to authorized persons after checking proof of identity and signing a student release form.
- Instructing parents/guardians to leave the site to make room for others once they have signed out their student.
- Arriving faculty and staff will provide a list of evacuated students to the reunification site staff immediately upon arrival.
- Providing for the Special needs students who may be significantly impacted by the stress of the incident and additional support staff may be required to support these students.
- Following the instructions of the Reunification Coordinator or designated staff and/or assist in staffing the site.
- Maintaining current student and staff emergency information that details special needs, such as medical or custody issues.

## Continuity of Operations

### Actions

- Selecting primary and secondary relocation sites that meet the needs of school.
- Activating the COOP any time and sustaining it for up to 30 days.
- Re-establishing essential functions, such as restoration of school operations, and maintaining the safety and well-being of students and the learning environment
- Ensuring students receive applicable related services in the event of a prolonged closure.
- Protecting vital documents and making them available at alternate sites.
- Identifying personnel to assist in developing COOP and training them in activating COOP procedures.

## Threat and Hazard Specific Annexes

The threat and hazard specific annexes provide unique procedures, roles, and responsibilities that apply to a specific hazard. They often include provisions and applications for warning the public and disseminating emergency public information.

Threat and hazard specific annexes do not repeat content but build on information in the functional annexes and basic plan. Repeating information is not advisable for the following reasons:

- School staff and students should learn and exercise simple procedures that apply to all hazards.
- The hazard specific annexes should present only hazard-unique information.
- Repeating procedures increases the possibility that there will be inconsistencies in procedures that could lead to confusion during an incident.
- The plan becomes larger and more difficult for users to comprehend.

The school will customize threat and hazard specific protocols to fit their unique circumstances. Planning, training, drills and table-top exercises conducted with local emergency and safety officials will assist in the development of effective procedures and protocols. These activities will also help a school evaluate the appropriateness of the procedures in the plan. They assist with modifications or updating as necessary to ensure that the procedures are sufficient to provide a safe environment for students, staff and visitors.



## Active Shooter

### Purpose

The purpose of this annex is to ensure that there are procedures in place to protect students/staff and school property in the event of an active shooter on school grounds or in the school building.

### Core Functions

In the event of an active shooter, schools will contact law enforcement agencies for their assistance. Practiced procedures will be put into action to alert and protect students and staff.

Precautionary measures are outlined below to keep school personnel and students from undue exposure to danger. Efforts should be made to remain calm, to avoid provoking aggression and to keep students safe.

### Functional Annexes That May Be Activated

Functional annexes that may be activated in the event of an active shooter on campus may include the following:

- Lockdown
- Evacuation
- Accounting for All Persons
- Reunification
- Communications
- Medical Emergency

### Activating the Emergency Response Plan

The first individual(s) to hear or witness shots fired or recognize the potential for an active shooter should activate the ERP immediately, taking the necessary response actions to keep everyone safe. Notifications to the main office and to 911 should be made if possible.

Appropriate announcements shall be made, and the Incident Commander shall implement the procedures specified in this annex.

### **Incident Commander Actions**

- Determine what procedures should be activated depending on the location and nature of the shooter.
- Issue instructions, e.g. lockdown or evacuation depending on the situation.
- Notify law enforcement, provide location and description of the shooter if possible.
- Notify schools buses to not enter the school grounds.
- Activate Communications Annex.
- Coordinate with emergency responders at the command post; provide site map and keys.
- Be available to deal with the media and bystanders and keep site clear of visitors.
- When it is safe to do so, implement Accounting for All Persons and Reunification Annexes.

### **Staff Actions**

- Use Extreme Caution
- Implement the appropriate response procedure to keep students safe, including taking cover for protection from bullets.
- Make appropriate notifications, provide description and location of the shooter if possible.
- When law enforcement arrives, ensure everyone puts items down, raises their hands and spreads their fingers, keeps hands visible at all times, avoids making quick movements and avoids pointing, screaming or yelling.
- When safe to do so and instructed by the Incident Commander implement Accounting for All Persons and Reunification Annexes.

## **Bomb Threat**

### **Purpose**

The purpose of this annex is to ensure that there are procedures in place to protect students/staff and school property in the event of a bomb threat.

### **Scope**

The annex outlines responsibilities and duties, as well as procedures for staff responding to a bomb threat against school buildings or grounds.

A bomb threat, even if later determined to be a hoax, is a criminal action. No bomb threat should be treated as a hoax when it is first received. The decision whether or not to evacuate is dependent upon information received in the threat, and how credible that information is.

### **Core Functions**

In the event of a bomb threat, schools will contact law enforcement agencies for their assistance. Practiced procedures will be put in to action to alert and protect students and staff.

Precautionary measures are outlined below to keep school personnel and students from undue exposure to danger. Efforts should be made to remain calm to keep students and staff safe.

### **Functional Annexes That May Be Activated**

Functional Annexes that may be activated in the event of a bomb threat on campus may include the following:

- Shelter-in-Place
- Evacuation
- Lockdown
- Accounting for All Persons
- Reunification
- Communications

### **Activating the Emergency Response Plan**

Individual(s) receiving bomb threats should notify the Incident Commander as soon as possible. Appropriate announcements shall be made, and the Incident Commander shall implement the procedures specified in this annex.

### **Incident Commander Actions**

- Determine what procedures should be activated depending on the location and nature of the threat.
- Issue instructions, e.g. shelter-in-place or evacuation depending on the situation.
- Notify law enforcement, provide threat details.
- Activate communications annex.
- Coordinate with emergency responders at the command post; provide a site map and keys.
- Be available to deal with the media and bystanders and keep site clear of visitors.
- When it is safe to do so, implement Accounting for All Persons and Reunification Annexes.
- Determine whether school will be closed or remain open.

### **Staff Actions**

- Implement the appropriate response procedures to keep students safe.
- Police may enlist the assistance of school staff who are familiar with the building and can recognize objects that do not belong or are out of place.
- Do not touch or handle any suspicious object, bag or container.
- When safe to do so and instructed by the Incident Commander implement Accounting for All Persons and Reunification Annexes.

### **Actions of Individual Receiving Bomb Threat**

- Immediately notify the Incident Commander
- Keep handling of written threats to a minimum, it may be used as evidence in a criminal investigation and may be processed for fingerprints or DNA.
- A written threat on a wall, mirror, bathroom stall, etc. should not be removed until law enforcement authorizes.
- The NYSP Bomb Threat Instruction Card should be placed next to telephones that are most likely to receive threats by phone.

**Sites of Potential Emergencies**

Marathon Jr./Sr. High School

Appleby Elementary School

Marathon Bus Garage

**SCHOOL RESOURCE OFFICER AGREEMENT**

**BETWEEN**

**CORTLAND COUNTY**

**AND**

**MARATHON CENTRAL SCHOOL DISTRICT**

**September 1, 2024 – June 30, 2025**

**THIS AGREEMENT** is entered into between the **Marathon Central School District** [the District], 1 Park Street, Marathon, New York 13803 and **Cortland County**, 60 Central Avenue, Cortland, New York 13045.

**WHEREAS**, Article 5-G of the New York State's General Municipal Law ("GML"), provides the authority for "municipal corporations" to enter into agreements for the performance between themselves, or one for the other, of their respective functions, powers and duties on a cooperative contract basis; and

**WHEREAS**, the School District and Cortland County are both "municipal corporations" as that term is defined by GML §119-n (a); and

**WHEREAS**, the School District and Cortland County have determined that it is in their mutual best interests to enter into this Agreement to provide for the assignment of an officer(s) of the Cortland County Sheriff's Office to serve as School Resource Officer(s) in the School District;

**NOW, THEREFORE**, the parties hereto hereby agree as follows:

**1. General Terms and Conditions**

The County and the District enter into this School Resource Officer Agreement for the purpose of placing a Cortland County Deputy Sheriff on site at the District to serve as School Resource Officer ("SRO").

The SRO(s) assignment is primarily a daytime assignment, Monday through Friday, eight (8) hours per day; however the SRO's hours may "flex" depending on activities at the schools. The County will assign the SRO(s) to the School District according to a mutually

agreeable schedule, in accordance with the terms set forth herein, for a period not to exceed forty (40) hours per week.

The work site to which an SRO(s) is assigned shall include the buildings and grounds on District properties, as well as other locations within the County being used for District sponsored events.

The County agrees that services rendered under this Agreement will be in compliance with applicable federal, state, or local laws, rules, regulations, including, but not limited to, applicable regulations of the Commissioner of Education.

## **2. Mission Statement**

It is essential that the Cortland County Sheriff's Office members, the School Resource Officer(s), and School District employees and students remember that in the execution of their tasks, duties and functions act for the good of the school, the community and public. They shall respect and protect the rights of individuals and perform their work and services with honesty, zeal, courage, discretion, fidelity and sound judgment.

## **3. Description of General Duties**

### **A. Duties of the School Resource Officer**

Duties of the SRO(s), described with more specificity in Section 6, below, will include, but not be limited to:

- Instruct students in grades 6 and 8 health classes in conflict resolution, crime awareness, and anger management;
- Present a minimum of five educational programs (i.e. technology and crime, drug related behaviors, crime awareness) annually to school employees, parents, and school Board members;
- Provide a police presence in the School District in order to promote and provide an atmosphere of enhanced school safety for faculty, staff, students and school visitors;
- Provide a Law Enforcement resource to students, teachers, school administrators and parents, so as to:
  - Increase student awareness about personal safety, crime prevention, internet safety, conflict resolution, violence prevention, restorative justice, peer mediation, other related topics through formal and informal instructional strategies;

-Increase school faculty and staff awareness about policies and procedures for preventing/responding to incidents of violence and other threats to school safety;

- Build relationships by being a liaison between the CCSO and the District;
- Present evaluations regarding crime and disorder problems and gang and drug activities (if there are any) occurring in and around the school;
- Assist the schools with security concerns and recommend changes to enhance security;
- Assist in preparation of response plans and respond to criminal activity in and around the school (as per the Safe Schools Against Violence in Education Act);
- Assist the District in meeting requirements mandated by New York State Law;
- Attend monthly management team meetings;
- None of the above duties shall interfere with the SRO's law enforcement authority.

#### **B. Duties of the CCSO**

The CCSO will:

- Ensure that the SRO(s) spends an adequate period of time at the District; However, said work week of the SRO(s) shall not exceed 40 hours per week;
- Maintain open lines of communication with the assigned staff member designated as the School Representative for the School Resource Officer Program to facilitate coordination of services;
- Attend monthly meetings with the Superintendent of the Marathon School to monitor the efficacy of the SRO Program;
- Cooperate with the District to implement and run the SRO Program with the least possible disruption to the educational process;
- CCSO will comply with all applicable requirements regarding the confidentiality of student records, including the Family Educational Rights and Privacy Act and the regulations of the United States Department of Education.

The Cortland County Sheriff's Office SRO will share relevant information about school safety issues with the District, including but not limited to:

- Any necessary interventions/referrals to service providers arising from incidents/reports received on school property, e.g., suicide prevention, drug or alcohol abuse, reports of sexual abuse;
- Any information pertinent to school safety and/or safety of individuals on school property.

### **C. Duties of the School District**

The School District will:

- Assign a staff designee as the School Representative for the School Resource Officer Program;
- To the extent permitted by law and/or School District policy, provide the SRO(s) with full access to the school facilities, personnel, and students;
- Ensure that school personnel, school Board members, students, and parents are informed of the duties and presence of the SRO(s) in the District;
- Provide time and appropriate space for the SRO(s) to conduct approved staff, student, and parent training;
- Provide office space for the SRO(s) and adequate space to store instructional materials and perform necessary tasks directly related to the SRO program;
- Provide the SRO(s) with the District-wide safety plan, all building-level safety plans, and the District Code of Conduct;
- The School District acknowledges that the SRO(s) may be required to attend during the school day, at the direction of the CCSO, emergencies, special needs and training functions deemed necessary by the CCSO.

The District will share relevant information about school safety issues with the SRO(s) including, but not limited to:

- Disciplinary policies including suspension/expulsion procedures;
- Uniform violent incident reports in accordance with New York State Education Law, Safe Schools Against Violence in Education Act; and
- Any information pertinent to school safety and/or safety of individuals on school property.

### **D. Desired Outcomes**

Desired outcomes of this program include:

- Providing a police presence in partner schools to enhance school safety;
- Increasing the level of comfort students feel around law enforcement officers so they are willing to report incidents of sexual abuse, substance abuse, and acts/threats that endanger district students, employees, or property;
- Increase students awareness about crime prevention, Internet safety, conflict resolution, violence prevention, restorative justice, and peer mediation;
- Increase staff awareness about policies and procedures for preventing/responding to incidents of violence and other threats to school safety;
- Reduction of substance abuse through education programs;
- Overall school safety for school staff, students and individuals on school property.

#### **4. County and Sheriff's Office as Independent Contractor**

The County shall be providing services to the School District as an independent contractor, and any and all services performed by the County and its employees or agents under this Agreement shall be performed in such capacity. None of the County's employees, consultants, or agents shall hold him/herself out as, nor claim to be, an officer or employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. The County shall not have or hold itself out as having the authority or power to bind or create liability for the School District by the County's acts or omissions.

It is agreed by the County and the School District that neither federal, state nor local income taxes of any kind, including, but not limited to F.I.C.A. or F.U.T.A., will be withheld or paid by the School District on behalf of any County employee, consultant, or agent. Said withholding and/or payments are to be made by the County in compliance with all federal, state, and local laws, rules or regulations. The County agrees to pay all applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over the County or its relationship with the School District. The County further agrees to indemnify and hold the School District harmless against any claim, cost, penalty, damage, or expense (including reasonable attorneys' fees) related to either parties nonpayment and/or underpayment of any such taxes or payments.

The School District acknowledges that it shall have no ability to control the manner, means, details or methods by which the County or its agents perform services under this Agreement except as provided herein and as required by federal, state; or local laws, rules, and regulations.

These provisions shall survive any expiration, termination, or non-renewal of this Agreement.

#### **5. Supervision Responsibility and Chain of Command**

A. The SRO(s) assigned to the School District is under the direct supervision of the command officers of the Cortland County Sheriff's Office, generally a lieutenant of the CSCO



and will be accountable for his/her actions to the CCSO. The SRO(s) will coordinate his/her activities with the District Superintendent or his/her designee.

B. The SRO(s) assigned to the School District shall comply with Written Directives for School Resources Officers issued by the Cortland County Sheriff's Office, as such Directives may be in force or implemented during the term of this Agreement. A copy any such Written Directives shall be furnished by the Cortland County Sheriff's Office to the SRO(s) assigned to the School District.

C. The SRO(s) will be armed and in uniform.

#### **6. Specific Duties of School Resource Officer (SRO)**

In addition to any other duties set forth in this Agreement, the SRO(s) assigned to the School District shall provide services that meet the program objectives, including, but not necessarily limited to, the following:

- Patrol and observe all areas of the school building(s) and grounds;
- Be visible and available to the students, faculty, and administration;
- Keep the peace and help maintain a safe and orderly school community;
- Develop and maintain a positive and open relationship with students, administrators, faculty and parents;
- Present timely and relevant educational programs to students;
- Present educational programs to school employees, parents and school Board members;
- Build relationships by being a liaison between the Cortland County Sheriff's Office and the School District;
- Survey the needs of schools and address crime and disorder problems and drug activities affecting or occurring in or around the School District's school(s);
- Assist schools with security concerns and identify physical changes in the environment that may reduce crime in or around the school;
- Develop or expand crime prevention efforts for students;
- Educate potential school-age victims in crime prevention and safety;
- Develop or expand community justice initiatives for students;
- Investigate reports of crimes, offenses, and infractions of law and issues of safety for students, staff, and the public;

- Abide by School District policies except to the extent such policies conflict with the Officer's responsibilities as a law enforcement officer or in a situation where life or property is in danger;
- At the request of the Superintendent of Schools or his/her designee, observe any administrative searches on school grounds which could affect the safety of students or staff involved;
- Should it become necessary to conduct formal law enforcement interviews with the students, the SRO(s) shall adhere to the Cortland County Sheriff's policy, School District policy, and legal requirements with regard to such interviews;
- Seize and store/dispose of any illegal substance or contraband seized by school officials as required/not required for evidence in prosecution;
- Maintain confidentiality of any personal information or records obtained, and shall not disclose the information except as provided by law or court order;
- Assist in developing school policy that addresses crime, safety issues and recommend procedural change where appropriate;
- Assist schools in meeting requirements mandated by New York State Law and school safety plan;
- Take appropriate law enforcement action with regard to any criminal activities that he/she observes or that are reported directly to him/her in accordance with New York State Law and Regulations and CCSO rules and policies he/she observes or are reported directly to him/her;
- Investigate other emergency situations and summon aid and assistance as needed (e.g., fire department, ambulance, etc.);
- Attend after school activities that are open to all students such as sports games, dances, etc., if requested by the School Principal or Superintendent, as may be agreed by the CCSO. This applies only to activities held on the assigned campus with the exception of offsite school sponsored events;
- Comply with all other Written Directives for School Resource Officers prepared by the Cortland County Sheriff's Office which shall be furnished by the CCSO to the SRO(s) assigned to the School District;
- Perform other duties which will promote the goals of the Program, and which are mutually agreed upon by the School District and the County; and
- The SRO shall not detain or question students about their immigration status.

**\*The SRO(s) shall not be required to enforce school rules. Matters of school discipline shall remain delegated to the school Administration and shall be referred to the appropriate Building Principal. Nothing in this agreement prohibits the SRO from assisting the administrators.**

## **7. Searches and Seizure Procedures**

a. The SRO(s) will follow the rules of probable cause in conducting searches on school grounds, and a search warrant must be obtained if legally required. The SRO(s) reserves the right to search in cases where the SRO(s) has sufficient legal cause to believe that a student or staff member is armed. The SRO(s) will not be considered an agent of the School District when conducting searches in which evidence for prosecution may be obtained.

b. The procedural safeguards set forth in paragraph above shall not be applicable to administrative searches or seizures. Where reasonable suspicion exists that a student is in possession of an article that violates school rules, the Superintendent of Schools or a building administrator may conduct an administrative search and the SRO(s) may observe on the School District's behalf.

## **8. Qualifications, Fingerprinting & Reassignment of School Resource Officer(s)**

**A. Qualifications.** All individuals performing services under this Agreement shall be and remain at all times properly licensed and/or credentialed in accordance with applicable law to perform services in accordance with this Agreement. The SRO(s) shall meet the following qualifications:

- Be a certified law enforcement officer by the State of New York.
- Have excellent communication skills.
- Be able to relate well to children of all ages.
- Possess good coordinating and planning skills.

**B. Fingerprinting.** The County agrees to use best efforts to cooperate with the School District to have any individuals providing services who will have a direct contact with students on School District premises to furnish fingerprints and submit to a criminal background check and clearance by the State Education Department's Office of School Personnel Review and Accountability (OSPRA) prior to performing services. These best efforts may include, but are not limited, to completing paperwork and filing such paperwork with an appropriate agency, e.g., BOCES, for the purpose of submitting fingerprints for criminal clearance. The School District shall be solely responsible for any costs associated with the required fingerprinting and criminal clearance. The County shall provide a complete roster of all persons who will and/or may be providing services under this Agreement and shall further be responsible for providing updated lists as necessary.

**C. Reassignment or Replacement of School Resource Officer**

a. In the event that the Superintendent of Schools and/or the Sheriff determine that the work of the SRO(s) is unsatisfactory to either or both, then in that event the Superintendent and the Sheriff shall meet to seek agreement or corrective action.

b. The SRO(s) is the employee of, and subject to the supervision of the Cortland County Sheriff's Office, but the parties recognize the right of the Board of Education or the Superintendent of Schools to manage and control school premises. If the Superintendent of Schools and the Sheriff are unable to agree upon corrective action, then upon written notice to the other may terminate the SRO's assignment at the School District.

c. The Superintendent of Schools and the Sheriff shall thereafter meet to determine if a replacement SRO(s) can be assigned to the School District together with modification of the terms of employment and supervision if appropriate.

d. Irrespective of the above provisions, the Marathon Central School District and Cortland County Sheriff's Office pursuant to their respective policies, rules and regulations, may terminate the SRO's assignment to the District when either or both Boards believe the same is in the best interest of the Marathon Central School District and Cortland County Sheriff's Office.

e. In the event of the resignation, dismissal or reassignment of the SRO(s), or in case of long-term absences by the SRO(s), the Cortland County Sheriff's Office with agreement from the Superintendent of Schools, shall provide a temporary replacement for the SRO within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment. As soon as practicable, the Cortland County Sheriff's Office and the School District shall find a suitable, permanent replacement for the School Resource Officer(s).

**9. Evaluation of the Program**

The District and the Cortland County Sheriff's Office will jointly provide evaluations of the SRO(s) in an efficient and timely manner. Evaluation by students, school staff, school administrators, community members, the SRO(s) and Sheriff's Office administration will develop a Local Evaluation Team to ensure that objective evaluation criteria are used.

**10. Term**

The initial term of this Contract begins on September 1, 2024 through June 30, 2025, unless terminated earlier by the parties as provided in Section 14 TERMINATION.

**11. Payment for Said Services**

- a. Upon receipt for services, Marathon Central School District will compensate the Cortland County Sheriff's Office for costs, intended by the parties to permit recovery of the following categories of expense as detailed:

<b>Budget – PTE School Resource Officer</b>	<b>Budget</b>
Salary – 1.0 FTE (40 hours/week for 10 months)	\$67,733
Benefits for SRO	\$27,063
Vehicle, Uniforms and Equipment	\$ 7,302

- b. The Cortland County Sheriff's Office will be reimbursed for a total of \$102,098 for (1) (Full Time Employee) FTE SRO(s) services September 1, 2024 through June 30, 2025 billed in equal monthly installments during the term of the Agreement.

c.

<b>Budget – PTE School Resource Officer</b>	<b>Budget</b>
Salary – 1.0 FTE (40 hours/week for 10 months)	\$55,150
Benefits for SRO	\$ 5,365
Vehicle, Uniforms and Equipment	\$ 9,315

- d. The Cortland County Sheriff's Office will be reimbursed for a total of \$69,830 for (1) (Part Time Employee) PTE SRO(s) services September 1, 2024 through June 30, 2025 billed in equal monthly installments during the term of the Agreement.
- e. The parties acknowledge that salary and certain benefits of Deputy County Sheriffs are subject to collective bargaining. In the event that a collective bargaining agreement is ratified by Cortland County and the Deputy Sheriff's bargaining unit (CPAC), it is understood and agreed that the CCSO shall not be required to provide services unless, by written Addendum to this Agreement, the parties modify this Section to reflect the new salary and benefits costs to be incurred by the County as an outcome of collective bargaining.
- f. The parties acknowledge that where the District has the services of an SRO for fewer than 400 hours per school year, the above amount shall be prorated for actual service.

## **12. Mutual Indemnification**

Except for any liability, damages, claims, demands, costs, judgments, fees, and attorneys' fees contributed to, caused by or resulting from the negligence or willful misconduct of the County, its officers, employees or agents, the District shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the willful misconduct or the negligent acts or omissions hereunder by the District or third parties under the direction or control of the District; and the District shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related thereto. For the sake of clarity, and without limitation to others who may also qualify, students are not considered "under direction or control" of the District for the purposes of this Agreement.

Except for any liability, damages, claims, demands, costs, judgments, fees, and attorneys' fees contributed to, caused by or resulting from the negligence or willful misconduct of the District, its officers, employees or agents the County shall indemnify and hold harmless the District, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the willful misconduct or the negligent acts or omissions hereunder by the County, its officers, employees, or agents or third parties under the direction or control of the County (including but not limited to the SRO); and the County shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related thereto.

## **13. Insurance**

The County maintains Excess General Liability and Automobile Liability Insurance with New York Municipal Insurance Reciprocal, at a limit of \$10,000,000 in excess of underlying General Liability and Automobile Liability policies with limits of \$1,000,000 per occurrence. The District and its officers, employees, and agents shall be named as Additional Insureds on a direct primary basis under the policy issued for these coverages. The County will provide proof of statutory coverage in compliance with New York State Worker's Compensation Law.

A. The District shall furnish:

1. ACORD Form 25 - Certificate of Insurance to evidence all liability coverages as outlined below;
2. A copy of the applicable Additional Insured endorsement form evidencing the coverage endorsed onto the liability policies below;

3. New York State Workers' Compensation Form C105.2 or New York State Insurance Fund Form U26.3 to evidence New York State workers' compensation coverage;

4. A copy of the applicable Waiver of Subrogation Endorsement Form, evidencing the coverage endorsed onto the workers' compensation policy, either on a specific/schedule or blanket basis.

a. General Liability

Premises/Operations

Products/Completed Operations

Independent Contractors Contractual Liability

Personal Injury

Broad Form Property Damage

Explosion, Collapse and Underground Hazard

Bodily Injury and Property Damage \$1,000,000 each occurrence

Products/Completed Operations Limit \$1,000,000 aggregate Personal

Injury/Advertising Injury Limit \$1,000,000 aggregate General

Aggregate Limit \$2,000,000

b. Excess "Umbrella" Liability Combined Single Limit for Bodily Injury and Property Damage \$2,000,000 each occurrence

c. Workers' Compensation and Employers' Liability

Statutory coverage complying with New York State Workers' Compensation Law

B. The County of Cortland and its officers, employees, and agents shall be named as Additional Insureds under the liability policies issued for the above coverages.

C. All certificates of Insurance must be approved by either the Cortland County Attorney or the Self-Insurance Specialist prior to commencing work under the contract.

D. The insurance carriers providing the above coverages shall be licensed to do so in New York State and shall also be rated no lower than "A-" by the most recent Best's Key Rating Guide or Best's Agent's Guide or must be otherwise acceptable to the County Board of Supervisors.

E. It is expressly understood and agreed by the Contractor that the insurance requirements specified above contemplate the use of occurrence liability forms. If claims-made coverage is evidenced to satisfy any of these requirements the contractor shall comply with the following requirements:

1. If the claims-made coverage terms designate a specific retroactive date, the contractor shall maintain a retroactive date which is not later than the earlier of

- a. the date of the commencement of the term of this agreement, or
- b. the original coverage retroactive date for the Contractor's first claims-made policy for each and every coverage provided on a claims-made basis.

2. For the duration of this contract or its subsequent renewals, if the retroactive date is advanced or if the policy is non-renewed, cancelled or is otherwise materially changed, the contractor agrees to purchase at its own expense, an Extended Reporting Endorsement. This endorsement must provide for extended reporting period ("Tail" coverage) in compliance with the minimum standards promulgated by the Department of Financial Services (Insurance Department) of the State of the New York as contemplated in Regulation No. 121 (11 NYCRR 73) or its subsequent amendments or revisions.

3. Upon termination of the services provided to the County by the contractor, it is agreed that such claims-made coverage will be maintained without interruption for a period of time equal to the length of any Extended Reporting Period requirement as cited above. If the retroactive date is advanced or if the policy is non-renewed, cancelled, or is otherwise materially changed during this period of time the Contractor agrees to purchase, at its own expense, an Extended Reporting Endorsement that is in compliance with the minimum insurance standards promulgated by the Department of Financial Services (Insurance Department) of the State of the New York as cited above.

#### **14. Termination**

This Agreement may be terminated by either party with or without cause, effective fifteen (15) days following receipt of written notice to the other party of intention to terminate this Agreement.

In the event of termination, the County shall be compensated for the reasonable value of services satisfactorily performed prior to the effective date of termination.

#### **15. Non Discrimination**

- A. No person shall be denied services by either party hereto because of age, race, color, creed, sex, national origin, handicap or sexual orientation.
- B. Both parties hereto shall comply with all State of New York laws and policies prohibiting discrimination in employment.



## **16. Governing Law**

The Agreement shall be construed and interpreted in accordance with the laws of New York State.

## **17. Assignment**

This Agreement may not be assigned by either party.

## **18. Interpretation**

The language of all parts of this Agreement in all cases shall be construed as a whole, according to its fair meaning, and not strictly for or against any party, regardless of who drafted it.

## **19. Waiver**

The failure of any party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provisions or right. A waiver is effective only if in writing and signed and delivered by the waiving party.

## **20. Data Privacy and Security**

In compliance with Section 2-d of the New York State Education Law, the following addenda attached hereto shall be incorporated into the Agreement, and shall supersede any inconsistent provisions in the Agreement:

- Addendum A: Parents' Bill of Rights for Data Privacy and Security
- Addendum B: Parents' Bill of Rights – Supplemental Information Addendum
- Addendum C: CCSO's Data Security and Privacy Plan

## **21. Restraints**

“SROs shall comply with all applicable laws, regulations, and District policies regarding corporal punishment of students and the use of physical and mechanical restraints on students. When acting as an agent of the District, the SRO shall be prohibited from using prone restraints or mechanical restraints, including handcuffs, on students. However, the SRO shall not be considered an agent of the District when a student is under arrest and handcuffs are necessary for

the safety of the student and others. In such circumstances, the SRO(s) shall act solely under their authority as police officers or peace officers, as applicable, and supervised by the Sheriff's Department, in making determinations of whether to arrest a student and the manner of any such arrest and detention. SROs shall comply with all training, laws, and regulations applicable to law enforcement officers in connection with such arrest."


**22. Entire Agreement**

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof. Any alterations, amendments, deletions, or waivers of the provisions in this Agreement shall be valid only when expressed in writing and duly signed by the parties.

**MARATHON CENTRAL SCHOOL DISTRICT**

By:   
Andy Buchsbaum, Superintendent

**CORTLAND COUNTY**

By:   
Robert J. Corpora, County Administrator



AS TO FORM  
ALWAYS  
CONFIDENTIAL

Addendum A

**SCHOOL DISTRICT'S PARENTS' BILL OF RIGHTS**

Addendum B

**PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM**

## MARATHON CENTRAL SCHOOL DISTRICT

### PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

The Marathon Central School District is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, the District wishes to inform the school community of the following:

- 1) A student's personally identifiable information (PII) cannot be sold or released for any commercial or marketing purposes.
- 2) Parents have the right to inspect and review the complete contents of their child's education record including any student data stored or maintained by the district. This right of inspection is consistent with the requirements of the Family Educational Rights and Privacy Act (FERPA).
- 3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- 4) A complete list of all student data elements collected by the State is available for public review at: <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
- 5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Data Protection Officer, 1 Park Street, Marathon, NY 13803 or via email at [hencej@marathonschools.org](mailto:hencej@marathonschools.org). Complaints to NYSED should be directed in writing to Privacy Complaint, Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available at the following website <http://www.nysed.gov/student-data-privacy/form/report-improper-disclosure>.

## Addendum C

### **CCSO DATA SECURITY AND PRIVACY PLAN**

**WHEREAS**, the Marathon Central School District (hereinafter “District”) and CCSO (the “Contractor”) entered into an agreement dated September 1, 2024 (hereinafter “Agreement”) which applies to and is incorporated into this Data Security and Privacy Plan (hereinafter “Services”).

**WHEREAS**, pursuant to the requirements under 8 NYCRR 121, Contractor maintains the data security and privacy plan described herein in connection with the Services provided to the District.

1. During the term of the Agreement, Contractor will implement all State, Federal and local data security and privacy requirements, consistent with the District’s Data Security and Privacy Policy in the following way(s): Contractor will only use personally identifiable student data (as defined in 8 NYCRR §121.1) and teacher or principal data (as defined in 8 NYCRR §121.1) in accordance with the Agreement, and applicable laws pertaining to data privacy and security including Education Law § 2-d;

2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement: Contractor maintains reasonable security standards appropriate to the type of data collected, which will include multiple safeguards to help protect against loss, misuse or alteration of information including encryption of data while in motion and at rest, use of two-factor authentication to access the system, regular software security updates and industry best practices for network and physical security.

3. Contractor shall comply with 8 NYCRR §121 in that it acknowledges that it has reviewed the District Parents' Bill of Rights for Data Privacy and Security and will comply with same.

- a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
- b. Contractor will ensure that the subcontractor(s), third-party service provider(s), or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the “Supplemental Information” appended to the Agreement.
- c. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the District, all student data and all

teacher and principal data in accordance with the "Supplemental Information" appended to the Agreement.

- d. Student data and teacher and principal data will be stored in accordance with the "Supplemental Information" appended to the Agreement.
- e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR §121.

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the Federal and State laws governing confidentiality of such data. Such training shall be provided: on an annual basis.

5. Subcontractors:

Contractor shall not utilize subcontractors.

6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information: Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner, and manage security incidents in accordance with its documented security incident response plan. Contractor will promptly notify District of any breach or unauthorized release of personally identifiable student data and teacher or principal data in the most expedient way possible and without unreasonable delay but no more than seven calendar days after the discovery of such breach.

7. Termination of Agreement.

- a. Within 30 days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession; AND
- b. If requested within 15 days of termination of the Agreement, Contractor shall Return all data to the District using a mutually agreed to format.

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan or 8 NYCRR §121.1, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.



IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and Privacy Plan as of September 1, 2024.

Contractor: \_\_\_\_\_  
By: Bob Ray  
Title: County Administrator

APPROVED  
AS TO FORM  
[Signature]  
CO. ATTORNEY

**Appendix A**

The appendices are included for the purpose of documenting vital information necessary for emergency response. These tables should be completed with the requested information or a suitable replacement inserted in their place. This information should be continually updated to avoid confusion and delay during emergency response.

**Building - Administrative Staff**

Name	Title	Primary Contact	Alternate Contact	Safety Team Member	CPR & AED Certified
Andy Buchsbaum	Superintendent	607-849-3117		Yes	No
Tom Goskoski	Business Official	607-849-3224		Yes	No
Jonathan Hillis	Elementary School Principal	607-849-3282		Yes	No
Jamie Coppola	Junior-Senior High School Principal	607-849-3252		Yes	Yes
Patti Trabucco	Director of Instruction	607-849-1228		Yes	Yes
Chris Leins	CSE Chairperson	607-849-3169		Yes	No

**Building - Faculty**

Room	Name	Grade	Primary Contact	Alternate Contact	Safety Team Member	CPR & AED Certified
ES	Patty Kendall	Counseling	607-849-3247		No	No
ES	Allysan Loope	Counseling	607-849-3208		No	No
HS	Kelly Strobeck	Counseling	607-849-3168		No	No
HS	MaryOlevia Byrnes	Counseling	607-849-3166		No	No
HS201	BethAnn Duncan	Health	607-849-2208		Yes	Yes

**Building - Support Staff**

Room	Name	Grade	Primary Contact	Alternate Contact	Safety Team Member	CPR & AED Certified
District Office	Heather Frink	Secretary/District Clerk	607-849-3117		No	No
Guidance	Jessica Elwyn	Guidance	607-849-3229		No	No
CSE 107	Veronica Hall	Secretary	607-849-3169		No	No
ES Office	Sue Light	Secretary	607-849-3282		No	No
HS Office	Kacie Penrose	Secretary	607-849-3252		No	No
Business	Sue Mauser	Account Clerk	607-849-3230		No	No

**District Contact Information**

Name	Title	Primary Contact	Alternate Contact	Safety Team Member


**Transportation Contact Information**

<b>Name</b>	<b>Title</b>	<b>Primary Contact</b>	<b>Alternate Contact</b>	<b>Safety Team Member</b>
Karl Morsey	Transportation Supervisor	607-849-3325		Yes

**External Contact Information (Non-Emergency)**

<b>Agency</b>	<b>Title</b>	<b>Primary Contact</b>	<b>Alternate Contact</b>	<b>Safety Team Member</b>
Tom Boice	Marathon Christian Academy	607-849-3824		No

Appendix B - Incident Command System

Command Staff

**Incident Commander**

	Name	Title	Phone Number
Primary	Andy Buchsbaum	Superintendent	607-849-3117
Alternate	Thomas Goskoski	Business Official	849-3224
Alternate	Patti Trabucco	Director of Instruction	849-1228

**Safety Officer**

	Name	Title	Phone Number
Primary	Thomas Goskoski	Business Official	849-3224
Alternate	Andy Buchsbaum	Superintendent	849-3117
Alternate	Patti Trabucco	Director of Instruction	849-1228

**Liaison Officer**

	Name	Title	Phone Number
Primary	Andy Buchsbaum	Superintendent	849-3117
Alternate	Tom Goskoski	Business Official	849-3224
Alternate	Patti Trabucco	Director of Instruction	849-1228

**Public Information Officer**

	Name	Title	Phone Number
Primary	Andy Buchsbaum	Superintendent	849-3117
Alternate	Thomas Goskoski	Business Official	849-3224
Alternate	Patti Trabucco	Director of Instruction	849-1228

Command Posts

	Primary	Alternate	Alternate
Interior	Superintendent's Office	Appleby Elementary School Office	Bus Garage
Exterior	Civic Center	Bus Garage	Whitney Point CSD or Cortland CSD

**Appendix C - Emergency Response Teams**

8 NYCRR Section 155.17 (e)(2)(ii) - requires the designation of an emergency response team, other appropriate response teams, and a post-incident response team. The following tables are provided for the documentation of those teams your schools ERT and PRT, please add additional tables if other response teams are utilized.

**Emergency Response Team**

Name	Title	Primary Contact #	Alternate Contact #
Andy Buchsbaum	Superintendent/Chief Emergency Officer/Public Information Officer	607-849-3117	
Tom Goskoski	Business Official/Safety Officer	607-849-3224	
Jonathan Hillis	Elementary School Principal/Operations	607-849-3282	
Jamie Coppola	Jr/Sr High School Principal/Operations	607-849-3252	
Patti Trabucco	Director of Instruction	607-849-1228	
Chris Leins	Director of Special Education	607-849-3169	
Karl Morsey	Transportation Supervisor	607-849-3325	
Francis Zaryski	Cafeteria Manager	607-849-3149	
Ron Bieber	Director of Facilities	607-849-3213	

**Post Incident Response Team**

Name	Title	Primary Contact #	Alternate Contact #

Appendix D - Memoranda of Understanding (MOU)

Business/Agency	Service Provided	Expiration Date of Agreement



## Appendix F - Building/Grounds/Local Road Maps

8 NYCRR 155.17 (e)(2)(iii) Procedures for assuring that crisis response, fire and law enforcement officials have access to floor plans, blueprints, schematics or other maps of the school interior, school grounds and road maps of the immediate surrounding area.

Floor plans should include the following recommendations:

- All labels typed
- Include school name and address
- Include a key to define any symbols used
- Include a compass indicating North
- Each floor should be a separate page
- Building entrances labeled (including service entrances)
- Windows and interior doors graphically shown
- Rooms labeled with room number
- Common areas and administrative offices labeled by use
- Location of water, gas and electrical shutoffs clearly noted

Map/Image of grounds should include the following recommendations:

- All labels typed
- An overview of campus with all buildings labeled
- Include a key to define any symbols used
- Include a compass indicating North

Map/Image of surrounding areas should include the following recommendations:

- Labeled streets
- Labeled buildings
- Include key to define any symbols used



Appendix G - Students/Staff/Guests with Special Needs

Room #	# With Special Needs	Description of Needs